

of Missouri

Department of Commerce and Insurance



594737

TO: Corporate Secretary (or United States Manager or Last Appointed General Agent) of

BROTHERHOOD MUTUAL INSURANCE CO
6400 BROTHERHOOD WAY

FORT WAYNE, IN 46801

RE: Court: Greene Co. Circuit Court, Case Number: 2131-CC00126

You will take notice that original process in the suit against you, a copy of which is attached hereto and sent to you by certified mail, was duly served upon you at Jefferson City, Missouri, by serving the same on the Director of the Department of Commerce and Insurance of the state of Missouri, Dated at Jefferson City, Missouri this Friday, February 5, 2021.

A handwritten signature in cursive script, reading "Chlorea Lindley Myers", is positioned above a horizontal line.

Director of Commerce and Insurance



IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

Judge or Division: JASON R BROWN	Case Number: 2131-CC00126	SOP RECEIPT DATE FEB 05 2021 MISSOURI DEPARTMENT OF COMMERCE AND INSURANCE (Date File Stamp)
Plaintiff/Petitioner: UNIVERSITY HEIGHTS BAPTIST CHURCH	Plaintiff's/Petitioner's Attorney/Address SCOTT HUNZIKER 3009 POST OAK BLVD STE 1700 HOUSTON, TX 77056	
Defendant/Respondent: BROTHERHOOD MUTUAL INSURANCE COMPANY	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802	
Nature of Suit: CC Breach of Contract		

Summons in Civil Case

The State of Missouri to: BROTHERHOOD MUTUAL INSURANCE COMPANY

Alias:

 DIRECTOR OF INSURANCE MISSOURI
 DEPARTMENT OF INSURANCE
 301 W HIGH ST RM 530
 JEFFERSON CITY, MO 65101

COURT SEAL OF



GREENE COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

02/02/2021

Date

/s/ Thomas R. Barr by JJ

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to: _____ (name) _____ (title).
- ☐ other: _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	
Supplemental Surcharge	\$ 10.00
Mileage	\$ _____ (_____ miles @ \$ _____ per mile)
Total	\$ _____

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

CAUSE NO. _____

**UNIVERSITY HEIGHTS BAPTIST
CHURCH,**

Plaintiff,

V.

**BROTHERHOOD MUTUAL
INSURANCE COMPANY,**

Defendant.

IN THE CIRCUIT COURT

GREENE COUNTY, MISSOURI

JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW University Heights Baptist Church (hereinafter "Plaintiff"), by and through its attorney of record, Scott G. Hunziker, and files this action for damages caused by Brotherhood Mutual Insurance Company (hereinafter "Defendant") for breach of contract. In addition, Plaintiff seeks statutory damages along with attorney's fees resulting from Defendant's vexatious refusal to pay Plaintiff's claim under §375.296 R.S.Mo. In support of this action, Plaintiff pleads as follows:

JURISDICTION AND VENUE

1. Plaintiff is a church that owns the property at issue, which is located within Greene County, Missouri.
2. Defendant is a foreign authorized insurance company with a Statutory Home Office Address of 6400 Brotherhood Way, Fort Wayne, IN 46825. Defendant is engaged in the business of selling insurance policies and adjusting insurance claims, including Plaintiff's insurance policy and subsequent claim in the State of Missouri. This includes the policy Defendant sold to Plaintiff

which is at issue in the present case. Defendant may be served with process and a copy of this Original Complaint by serving the Director of Insurance, Missouri Department of Insurance, at 301 W. High Street, Room 530, Jefferson City, Missouri 65101, or in any other manner consistent with Missouri law.

3. All or substantially all of the events giving rise to Plaintiff's causes of action occurred in Greene County, Missouri.

4. Moreover, Plaintiff's claims involve an action in contract. Jurisdiction and venue are therefore also proper under Rule 508.010(6) R.S.Mo.

COUNT 1
BREACH OF CONTRACT

5. Plaintiff incorporates paragraphs 1 – 4 as if fully incorporated below.

6. Plaintiff owns the property at issue (hereinafter the "Property"), which is located at 1010 S National Ave., Springfield, MO 65804.

7. Defendant is an insurance provider selling insurance policies and related coverage within the State of Missouri.

8. Defendant sells such policies through its authorized agents.

9. Plaintiff purchased a policy of insurance from Defendant (hereinafter the "Policy"), which was in effect when the underlying covered event occurred.

10. The Policy promised to insure Plaintiff against damage to the property caused by certain weather-related events.

11. Pursuant to their obligation as a policyholder, Plaintiff made complete payments of all related insurance premiums in a timely fashion. Moreover, the covered damage occurred during the time period in question.

12. On or about January 10, 2020, the Property at issue suffered significant damages as a result of a severe weather-related event which included both significant wind and hail.

13. Damage to Plaintiff's property was not caused by the acts or omissions of Plaintiff.

14. Damage to Plaintiff's property and its cause are of the kind specifically covered in Plaintiff's policy.

15. Damage to Plaintiff's property was caused by hail, along with wind damage to the church's tile roofing, thermoplastic polyolefin roofing, siding, and vents.

16. The damage to Plaintiff's property occurred during the applicable policy period.

17. Plaintiff's written demand for settlement was propounded on Defendant, pursuant to the contract and §375.296 R.S.Mo.

18. Repair estimates and related damages to the property exceed \$750,000.00.

19. The value of the Property has also diminished by an amount to be determined by a jury.

20. Plaintiff has incurred, and continues to incur, substantial attorney's fees in this matter.

WHEREFORE, Plaintiff prays this Court enter judgment in its favor on Count I, that it award fees and damages as determined by a jury, and for such other relief as the Court deems just and proper.

COUNT II
VEXATIOUS REFUSAL

21. Plaintiff incorporates paragraphs 1 – 20 as is fully incorporated below.

22. Defendant has an ongoing contractual duty to Plaintiff to investigate and settle Plaintiff's claim in a timely fashion.

23. Defendant also has a statutory duty to investigate and settle Plaintiff's claim.

24. Plaintiff has made good faith demand for settlement pursuant to the subject insurance contract and \$375.296 and has further provided all necessary documents requested by Defendant.

25. Defendant has failed to properly investigate and settle Plaintiff's claim.

26. Defendant has long known of all of Plaintiff's damages regarding the present claim, but has improperly investigated and evaluated same, failing to pay the total sum owed.

27. Plaintiff has incurred additional economic damages and attorney's fees as a result of Defendant's vexatious refusal.

28. Plaintiff seeks recoupment of interest as well as its attorney's fees in an amount to be determined by a jury.

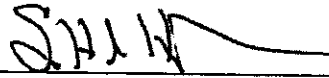
WHEREFORE, Plaintiff prays this Court enter judgment in favor of Plaintiff on Count II, that it award fees and damages as determined by a jury, and for such other relief as the Court deems just and proper.

CONCLUSION

Plaintiff prays that judgment be entered against Defendant, that Plaintiff be awarded all of their actual damages, consequential damages, prejudgment interest, additional statutory damages, post judgment interest, penalty damages, reasonable and necessary attorney fees, court costs, and for all such other further relief, whether pled or unpled within this Original Complaint, to which Plaintiff may be justly entitled.

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY ON ALL TRIABLE ISSUES

Respectfully submitted,



Scott G. Hunziker
Missouri Bar No. 50400
Zerbe, Miller, Fingeret, Frank & Jadav
3009 Post Oak Blvd., Suite 1700
Houston, TX 77056
Telephone: (713) 350-3523
Facsimile: (713) 350-3607
shunziker@ZMFLaw.com

ATTORNEYS FOR PLAINTIFF

Dated: January 29, 2021